



# Contra Costa County

## REQUEST FOR QUALIFICATIONS (RFQ) # 1403-077 *East and Central County Networked System of Services for AB 109 Program: Network Management Team*

The Contra Costa County Administrator's Office is pleased to announce, on behalf of the Board of Supervisors, the availability of up to \$350,100 for a "Network Management Team" to implement and manage the "Plan for an East and Central County Networked System of Services for Returning Citizens," for the period May 15, 2014 through June 30, 2015.

This RFQ is a process by which the County solicits qualifications of qualified responders who may be selected to enter into a contract with the County.

*Please read this entire packet carefully.*

***Final responses will be due at 651 Pine Street, 10<sup>th</sup> floor, Martinez, CA 94553  
by 5:00 p.m. on Friday, April 18, 2014.***

Written questions about the RFQ can be submitted to [lara.delaney@cao.cccounty.us](mailto:lara.delaney@cao.cccounty.us)  
by 5:00 p.m. on Thursday, April 10, 2014.

**An Optional Responders Conference will be conducted on Friday, April 4, 2014  
from 1:00 p.m. – 3:00 p.m. at the County Probation Department,**

**50 Douglas Drive, Martinez.**

If you would like to participate in the Responders Conference,  
you are requested to return the Responders Conference RSVP on page 30  
by 5:00 p.m. on Thursday, April 3, 2014.

Thank you in advance for your efforts in preparing your response.



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*Legal Classified Notice*

**CONTRA COSTA COUNTY REQUEST FOR QUALIFICATIONS # 1403-077  
NETWORK MANAGEMENT TEAM FOR EAST-CENTRAL NETWORKED SYSTEM  
OF SERVICES FOR RETURNING CITIZENS**

The Contra Costa County Administrator's Office announces, on behalf of the Board of Supervisors, the issuance of Request for Qualifications (RFQ) #1403-077 making available up to \$350,100 for qualified contractors with experience in reentry services and service coordination to provide management services for the East and Central County Networked System of Services for the period May 15, 2014 to June 30, 2015.

Responses are due by **5:00 p.m. on April 18, 2014**, without exception. Additional information and RFQ copy is available at website: <http://www.cccounty.us/2366/Services-Programs> or by calling (925) 335-1097.



## ***RFQ Timeline***

1.	<b>RFQ announced</b>	Tuesday, April 1, 2014
2.	Written Questions Due from Responders	5:00 p.m., April 10, 2014
3.	Addendum Issued	April 14, 2014
4.	<b>Response Submission Deadline</b>	5:00 p.m., April 18, 2014 County Administrator's Office 651 Pine Street, 10 <sup>th</sup> Floor Martinez, CA 94553
<i>No response will be accepted after this date and time. Postmarked, facsimiled, or e-mailed submissions will not be accepted.</i>		
5.	Review, rating, and interview process	April 21, 22 ( <a href="#">Interviews</a> ) and April 25 ( <a href="#">Interviews, as needed</a> ), 2014
6.	Notification of recommendations	April 28, 2014
7.	Appeal period	April 28 – May 1, 2014
8.	<b>Deadline to submit appeal letters</b>	<b>5:00 p.m., May 1, 2014</b>
9.	Community Corrections Partnership Review	May 2, 2014
10.	Public Protection Committee Review	<i>To Be Determined</i>
Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the <b>May 13, 2014</b> Board of Supervisors' agenda		



**REQUEST FOR QUALIFICATIONS #1403-077**

**NETWORK MANAGEMENT TEAM FOR EAST-CENTRAL NETWORKED SYSTEM  
OF SERVICES**

***Project Description***



## **I. Introduction**

The Contra Costa County Administrator's Office (CAO), on behalf of the Board of Supervisors, is issuing this Request for Qualifications (RFQ) #1403-077 to receive qualifications from qualified contractors to manage and implement a networked and collaborative system of services in the East and Central County regions of Contra Costa County in the roles of "Network Manager," "Field Operations Coordinator based in Antioch," "Field Operations Coordinator based in Pittsburg," and "Field Operations Coordinator based in Concord."

Based on the response to this solicitation for qualifications, Contra Costa County (County) plans to contract with contractors for an initial period of May 15, 2014 to June 30, 2015. The County will retain the discretion to renew any contract issued, contingent on availability of funding and demonstrated successful performance by funded contractors during the initial contract period.

If you are interested in and capable of providing the requested services by contract with the County, please carefully review the Request for Qualifications (RFQ) and submit your response as directed in the "Response Preparation Instructions." This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a response, nor will the County pay for any costs associated with the preparation of any response.

## **II. Synonymous Terms**

As used throughout this RFQ, the following terms are synonymous:

- A. Supplier, Vendor, Contractor, Successful Responder
- B. Purchase Order, Contract, Agreement
- C. Services, Work, Scope, and Project
- D. Proposer, Responder
- E. "The County" refers to the County of Contra Costa, California.

## **III. Background**

In 2011, the California Legislature passed the Public Safety Realignment Act (AB 109), which transferred responsibility for supervising specific low-level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. This Act tasked local government at the county level with developing a new approach to reducing recidivism among certain low-level felony criminal offenders. AB 109 took effect October 1, 2011 and realigned three major areas of the criminal justice system.

On a prospective basis, the legislation:



- Transferred the location of incarceration for lower-level offenders (specified non-violent, non-serious, non-sex offenders) from state prison to local county jail pursuant to Penal Code 1170 (h) and provided for an expanded role for post-release Mandatory Supervision for these offenders;
- Transferred responsibility for post-release supervision of lower-level offenders (those released from prison after having served a sentence for a non-violent, non-serious, and non-sex offense) from the state to the county level by creating a new category of supervision called Post-Release Community Supervision (PRCS);
- Transferred the housing responsibility for parole and PRCS revocations to local jail custody.

AB 109 also tasked the local Community Corrections Partnership (CCP) with recommending to the County Board of Supervisors a plan for implementing public safety Realignment. The Contra Costa County Board of Supervisors adopted the *Contra Costa County Realignment Plan* on October 4, 2011 (Agenda Item D.5), as recommended by the Executive Committee of the CCP.

The Executive Committee of the CCP is composed of the County Probation Officer (Chair), Sheriff-Coroner, a Chief of Police (represented on a rotating appointment by a Chief of Police of a city within the County), District Attorney, Public Defender, Presiding Judge of the Superior Court or designee (represented by the Court Executive Officer), and the County Behavioral Health Director.

A Community Advisory Board (CAB) was formally recognized by the CCP Executive Committee in December 2012 to provide input on community needs; assess implementation of the realignment plan; review data on realignment outcomes; advise the CCP on community engagement strategies; offer recommendations for ongoing realignment planning; advise County agencies regarding programs for implementation in the County; and encourage outcomes that are consistent with the County's *Reentry Strategic Plan*.

On August 24, 2012 the Executive Committee of the CCP unanimously agreed that the goals established by the *Contra Costa County Reentry Strategic Plan*<sup>1</sup> would guide the planning for Public Safety Realignment. These goals are:

- Use a holistic, systemic, and inclusive approach that involves federal, state and local government stakeholders, community organizations, advocates, the formerly incarcerated, and family and community members;
- Adopt strategies that draw on evidenced-based approaches and practices;
- Target high- to moderate-risk probationers and parolees through the use of evidence-based tools;

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<sup>1</sup> Available at <http://www.cccounty.us/DocumentCenter/View/25650>



- Emphasize geographic areas from which a disproportionate number of formerly incarcerated people are drawn and to which they return;
- Incorporate assessment and case management tools targeting continuous reentry planning, beginning at the point of admission to the criminal justice system, and working through pre- and post-release;
- Embrace a commitment to the continuous and appropriate delivery of drug treatment, medical care, job training and placement, educational services, cognitive behavioral therapy and/or other service essential to reentry;
- Provide for independent evaluations of reentry programs using, when feasible, random assignment and controlled studies to determine effectiveness of programs and services provided; and
- Reduce crime, increase public protection, and protect people from further victimization.

For fiscal year (FY) 2012-13, the CCP-Executive Committee recommended and the Board of Supervisors approved a Public Safety Realignment budget of \$20,689,520, comprised of \$16,665,069 in ongoing and \$4,024,451 in one-time funding for various AB 109 implementation efforts and programming.

For FY 2013-14, Contra Costa County anticipates the receipt of \$22,854,832 of AB 109 Public Safety Realignment revenue. On May 16, 2013, the Public Protection Committee accepted the CCP-Executive Committee's budget recommendations and added \$200,000 to the Sheriff's Office allocation for support of "Jail to Community" programs. On May 21, 2013, the Board of Supervisors approved the FY 2013-14 AB 109 Public Safety Realignment budget (Agenda Item D.3) in the amount of \$23,072,666; \$21,435,766 in ongoing and \$1,636,900 in one-time funding. Of this amount, \$900,000 was reserved for the establishment of a Pre-Trial services program.

In addition to the FY 2013-14 budget allocations for County departments, at its May 21, 2013 meeting the Board of Supervisors also approved the award of contracts to community based organizations to provide the following reentry related services for the period July 1, 2013 through June 30, 2014:

Employment Support and Placement Services	\$2,000,000
Planning of (3) One-Stop Centers/Networks	\$120,000
Short and Long-Term Housing Access	\$500,000
Peer and Mentoring Services	\$200,000
Implementation of (3) One-Stop Centers	\$1,200,000

The funds available through this RFQ for Network Management Services are allocated from within the \$1.2 million for implementation of the three One-Stop Centers/Networks.



## **Reentry Service Delivery Model in Contra Costa County**

The service delivery model developed by the CCP involves multiple organizations working in collaboration to provide services to address the specific criminogenic risks and needs of the AB 109 population. Service providers are directed to incorporate the evidence-based practice of service delivery prior to community release, whenever possible.

A dedicated unit of AB 109 Probation Officers serves as lead case managers to coordinate and track services provided by County and community-based partner organizations. The AB 109 Probation Officers interview clients using the Correctional Assessment and Intervention System (CAIS)<sup>2</sup>, a comprehensive assessment tool that combines validated risk and needs assessments with suggested supervision strategies for case planning. Areas of criminogenic risk and need are identified and prioritized in developing an individualized case plan that addresses specific goals and needed services.

Throughout the past year, AB 109 Probation Officers have worked closely with the County Behavioral Health Division's "Forensic Team" to coordinate service referrals. The Forensic Team was formed to address the needs of criminal justice involved individuals with co-occurring mental health and substance abuse disorders. In addition to mental health counseling and medication management, clients can access residential and outpatient substance abuse treatment, short term housing through homeless shelters, as well as assistance with enrollment in state and federal benefits including health care and income supports.

This innovative partnership between County agencies is supported by AB 109-funded community-based employment, housing, mentoring services as well as access to the Reentry Resource Centers/Networks in each region of Contra Costa County. In addition, the Employment and Human Services Department has received AB 109 funding for two designated employment specialists to work at the County One-Stop employment centers to coordinate with County and community providers.

Two additional reentry programs funded by the federal Department of Justice provide similar "jail to community" services to moderate to high risk probationers on general supervision. The Second Chance Act and Smart Probation programs include pre-release contact and rapport development along with connection to post-release community-based services and cognitive behavioral interventions.

For Penal Code 1170(h) individuals sentenced to Mandatory Supervision, a designated AB 109 Probation Officer will initiate case management pre-release, including completing CAIS risk and needs assessments and developing a transition plan. Where appropriate, AB 109 individuals will access comprehensive Forensic Team services. AB 109 individuals who are not dually diagnosed with co-occurring disorders can still access the AB 109 designated shelter beds and substance abuse programs with Probation Officer referral to the County Behavioral Health Division. Both AB 109 Probation Officers and Forensic Team staff make direct referrals and coordinate services with agencies funded to provide employment, mentoring and housing

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<sup>2</sup> National Council on Crime and Delinquency. (2009). *CAIS System Manual*. (Madison, WI: NCCD)



services.

In addition to the coordinated care system described above, the County allocated AB 109 funding to the Public Defender and District Attorney (DA) for staff to provide Arraignment Court Early Representation (ACER), which provides for representation at arraignment for indigent clients; a full-time Clean Slate paralegal to aid County residents seeking expungement; an additional Assistant District Attorney and Assistant Public Defender for Domestic Violence filings; three additional Victim Witness Advocates; and a Reentry Attorney in the DA's office to research and implement alternative sentencing strategies.

In addition, funding for data collection and evaluation efforts are intended to aid in measuring the efficacy of the County and community services and programs over time.

#### **IV. Overview of AB 109 and Overall Reentry Population in Contra Costa County**

The AB 109 population includes individuals released from state prison on or after October 1, 2011 who are placed on PRCS provided by the Probation Department, as well as people convicted of non-violent, non-serious, non-sex offenses pursuant to Penal Code 1170(h) who are incarcerated in County jail and/or assigned to Mandatory Supervision by Probation.

##### *Demographic Highlights*

The County is partnering with organizations and individuals that have expertise in delivering reentry services to a diverse population assessed as moderate or high risk to re-offend. Successful responders will demonstrate understanding of the demographics and criminogenic risks and needs of justice-involved individuals and articulate a track record of experience providing commensurate evidence-based services and interventions.

Since October 1, 2011, the AB 109 unit of the Contra Costa County Probation Department has supervised 1,041 clients, 652 under Post-Release Community Supervision and 398 on Mandatory Supervision under Penal Code 1170(h)(5)(b). A majority (90%) of AB 109 clients are male. Even so, services that are gender-responsive to the needs of female clients are encouraged. While clients range in age from 18 to over 65, the average age is 39 and the majority of clients are 18 to 45 years old.

Ninety-two (92) percent of currently supervised AB 109 clients are assessed as moderate to high-risk for recidivism using the CAIS tool. CAIS determines risk through a semi-structured interview that identifies gender-specific risks, strengths, and needs in a number of domains including mental illness, substance abuse, antisocial behavior history, antisocial-procriminal attitudes and associations, personality patterns, and familial factors.

As of March 31, 2014, the AB 109 unit actively supervised 574 clients residing in Contra Costa County. Approximately 413 (72%) reside in East & Central County (Antioch, Bay Point, Brentwood, Discovery Bay, Oakley, Pittsburg, Clayton, Concord, Lafayette, Pacheco, Martinez, Pleasant Hill, Walnut Creek), and approximately 161 (28%) reside in West County (Crockett, El Sobrante, Hercules, Pinole, Richmond, Rodeo, San Pablo).



**Table 1: County AB 109 Population Demographics (October 1, 2011 to March 31, 2014)\***

	PRCS		1170(h)		Grand Total
	East/Central County	County Total	East/Central County	County Total	
Total Clients	433	652	291	389	1041
<b>Gender</b>					
Male	93%	94%	85%	83%	90%
Female	7%	6%	15%	17%	10%
<b>Age</b>					
18-25	9%	9%	5%	5%	7%
26-35	35%	33%	43%	38%	35%
36-45	30%	30%	31%	32%	31%
46-55	22%	24%	15%	18%	22%
56-65	4%	4%	6%	7%	5%
66+	< 1%	1%	< 1%	< 1%	< 1%
<b>Race/Ethnicity</b>					
Black	36%	46%	25%	33%	41%
Hispanic	22%	21%	19%	18%	20%
White	40%	31%	53%	46%	37%
Filipino	1%	1%	NA	< 1%	1%
Asian	< 1%	< 1%	1%	1%	< 1%
Vietnamese	< 1%	< 1%	NA	NA	< 1%
Laotian	< 1%	< 1%	NA	NA	< 1%
Other/unknown	1%	< 1%	1%	1%	1%
Native Am	NA	< 1%	NA	NA	< 1%
Samoan	NA	< 1%	NA	NA	< 1%
Pacific Islander	NA	NA	1%	1%	< 1%

\*Percentages may not total 100% due to rounding

## V. **Funding**

Up to \$350,100 (three hundred fifty thousand and one hundred dollars) is allocated in the AB 109 Public Safety Realignment Budget in Fiscal Year 2014-15 to fund the implementation of the “Plan for an East and Central County Networked System of Services for Returning Citizens,” and specifically, the Network Management Team included in the Plan.

The Network Manager role is offered at \$105,000 for the contract period. The Field Coordinator role is offered at \$81,700 for the contract period. (There are three Field Coordinator



roles in the Network Management Team: one each for the areas of Concord, Pittsburg, and Antioch.)

The contract period is from May 15, 2014 through June 30, 2015. The Contra Costa County Administrator's Office will administer these funds. The contract(s) resulting from this RFQ may potentially be renewable at the sole discretion the Board of Supervisors.

## **VI. Purpose, Services of RFQ**

### **Purpose:**

The Contra Costa Board of Supervisors has directed the County Administrator's Office to issue this Request for Qualifications to identify outstanding candidates to implement the Plan developed for an East & Central County Networked System of Services for Returning Citizens as the "Network Management Team" in the roles of "Network Manager," "Field Operations Coordinator based in Antioch," "Field Operations Coordinator based in Pittsburg," and "Field Operations Coordinator based in Concord."

### **I. Role Title: Network Manager (1) \$105,000**

#### **A. Desired Qualifications:**

1. Possession of a baccalaureate degree from an accredited college or university;
2. Four (4) years of full-time or its equivalent experience working in a law enforcement agency, or in a position where there was exposure to, and understanding of, the dynamics related to law enforcement and experience working with community organizations, education systems, County departments, service providers, and faith-based organizations, or some significant combination of these groups; two (2) years of which were or have been in a supervisory capacity;
3. Knowledge and understanding of: California Welfare Institutions Code, California Penal Code, and operations of the Superior Courts as they pertain to probation work, as well as public and private agency services available to returning citizens;
4. Ability to work effectively with persons of diverse backgrounds, staff members, community agencies, and the public;
5. Bilingual (Spanish/English); and
6. Excellent verbal and written communication skills, including experience with public presentations.

#### **B. Required Qualifications:**

1. Must be at least 21 years of age;
2. Must possess and maintain throughout the duration of contract term a valid California Motor Vehicle Operator's License.
3. Must successfully complete a thorough background investigation, including psychological testing, as specified in Section 1031 of the California Government Code.



4. Shall not have been convicted of a felony in this or any other state or in a federal jurisdiction, or of any offense in any other state or in any other federal jurisdiction which would have been a felony if committed in this state, in the last four years; in addition, candidate must not be on probation or parole.

**C. Preferred attributes, skills and experience:**

1. Open to and excited about an opportunity to innovate;
2. Familiar with the needs of returning citizens and with significant exposure to the reentry population;
3. Experience in engaging and working with the communities in East and Central County;
4. Experience managing staff and systems;
5. Familiarity with and commitment to evidenced-based and “best” practices for justice-involved populations;
6. Resourceful and able to access agencies and key persons to support reentry efforts;
7. Known and respected by key County stakeholders;
8. Team builder with a dynamic, inclusive and affirming personality;
9. Demonstrated capacity in developing and managing collaborative services;
10. Ability to handle sensitive information in a confidential manner;
11. Action oriented. Strong problem-solving skills;
12. Excellent organization skills and ability to multi-task and juggle multiple priorities, follow-through with tasks;
13. Ability to work cooperatively and effectively as part of interdisciplinary team and independently assume responsibility; Strong initiative and enthusiasm and willingness to contribute whenever needed;
14. Willingness to be trained in all training categories in order to have broad and extensive view of Network operations and opportunities for returned citizens.

**D. Key Responsibilities:** Reporting to the Chief Probation Officer or his designee, the Network Manager will be responsible for the following:

***a. Operational Management***

1. Supervising the Field Operations Coordinators;
2. Establishing Network Management Team goals, priorities, and progress; conducting performance reviews of Field Coordinators;
3. Identifying and resolving any conflicts in the Network Management Team;
4. Managing training, supplies and staff-related reserve budget as agreed upon by the Chief Probation Officer or his/her designee;
5. Developing and managing the Network partner Memoranda of Understanding (MOUs);
6. Managing and directing the Network referral process;
7. Working with Probation to set standards related to how long Probation carries responsibility for service referrals and coordination;
8. Providing High-level triage management;
9. Providing “No Wrong Door (NWD)” Site Trainings; and



10. Overseeing the planning and scheduling of trainings of Network Team, AB 109 Police Officers, Mentor/Navigators and other Volunteers, and NWD site staff.

***b. Technical Management***

1. Reviewing, analyzing and reporting on progress for Chief Probation Officer and CCP at intervals determined by the governance body;
2. Working with Database Administrator or contracted consultant on appropriate data collection and outcome measurements for reporting;
3. Conducting regular meetings of Network partners to ensure effective operations, issue-identification and resolution;

***c. Communications***

1. Serving as Network representative to stakeholders and audiences;
2. Working with administrative support to design Network marketing materials;
3. Managing communications and communications protocol between Probation Officers and others who will be making referrals;
4. Working with Probation to determine what information is to be shared with service providers and setting up information coordination through Field Operations Coordinators;

Other duties as determined by the Chief Probation Officer or his/her designee that are reentry specific.

**II. Role Title: Field Operations Coordinator (3) \$81,700**

**A. Desired Qualifications:**

1. Possession of a baccalaureate degree from an accredited college or university;
2. Four (4) years of full-time or its equivalent experience working in a law enforcement agency, or in a position where there was exposure to, and understanding of, the dynamics related to law enforcement, and experience working with community organizations, education systems, County departments, service providers, and faith organizations, or some significant combination of these groups;
3. Management experience;
4. Knowledge and understanding of: California Welfare Institutions Code, California Penal Code, and operations of the Superior Courts as they pertain to probation work, as well as public and private agency services available to returning citizens;
5. Ability to work effectively with persons of diverse backgrounds, staff members, community agencies, and the public;
6. Excellent verbal and written communication skills, including experience with public presentations;
7. Bilingual.



## **B. Required Qualifications**

1. Must be at least 21 years of age;
2. Must be a citizen of the United States or a permanent resident who is eligible for and has applied for citizenship;
3. Must possess and maintain throughout the duration of contract term a valid California Motor Vehicle Operator's License.
4. Successful completion of a thorough background investigation, including psychological testing, as specified in Section 1031 of the California Government Code.
5. Shall not have been convicted of a felony in this or any other state or in a federal jurisdiction, or of any offense in any other state or in any other federal jurisdiction which would have been a felony if committed in this state, in the last four years; also, must not be on probation or parole.

## **C. Preferred attributes, skills and experience:**

1. Experience engaging and working with the reentry population;
2. Experience engaging and working in the communities in East/Central County;
3. Positive relationships with faith leaders or ability to develop them;
4. Willingness to go the extra mile and be an emergency resource for Mentor/Navigators and to support emergency triage;
5. Experience working with collaborative efforts;
6. Ability to do community outreach for volunteer recruitment; and
7. Engaging and supportive personality.

## **D. Key Responsibilities:**

1. Coordination and additional development of “No Wrong Door (NWD)” locations;
2. Support coordination of partner relationships;
3. Manage monthly pre-release Triage Team jail visits;
4. Act as point person for field communications between Probation and the field. Communications between NWD sites, service providers, and Probation will be coordinated and managed by the Field Coordinators;
5. NWD referral coordination;
6. Serve as pre-release employment/education documentation and referral liaison;
7. Provide community outreach and relations;
8. Provide triage engagement and support;
9. Manage mentor/navigator volunteer recruitment; and
10. Supervise mentor/navigator volunteers.

Other duties as determined by the Network Manager that are reentry specific.



## **VII. Contract Monitoring and Evaluation**

The County Administrator's Office will actively monitor services provided through these contracts.

At a minimum, contractors will be expected to:

1. Perform all services without material deviation from an agreed-upon Service Plan.
2. Complete progress report forms supplied by County.
3. Maintain adequate records of service provision to document compliance with Service Plan and complete forms supplied.
4. Cooperate with the collection of other fiscal/administrative/service data as requested by the County.

The CAO will:

- a. Monitor contracts;
- b. Provide information to contractors concerning additional State or County data requirements not provided herein.



**REQUEST FOR QUALIFICATIONS #1403-077**

**NETWORK MANAGEMENT TEAM FOR EAST-CENTRAL NETWORKED SYSTEM  
OF SERVICES**

***RFQ Requirements and Instructions***



## ***RFQ Requirements and Instructions for Responders***

The responder requirements in this section are mandatory. Contra Costa County reserves the right to waive any nonmaterial variation.

1. All responders shall submit one (1) original response package and eight (8) complete copies of the response, under sealed cover, by mail or hand-delivery to the CAO at 651 Pine Street, 10<sup>th</sup> Floor, Martinez, CA 94553 to be received **no later than 5:00 p.m. on Friday, April 18, 2014**. Each submission must be marked on the outside with the Responder's name and RFQ #1403-077. Any response received after the deadline will be rejected. Postmarks, faxed and e-mailed submissions are not acceptable.
2. The CAO will review all received responses to make sure they are technically compliant with formatting and submission guidelines as per the RFQ. Responders that are non-compliant with technical requirements will not move forward to the Review Panel.
3. All costs incurred in the preparation of a response will be the responsibility of the responder and will not be reimbursed by the County.
4. A response may be withdrawn in person prior to **12:00 p.m. (noon) on April 21, 2014**. If withdrawing a response, the responder must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to his/her withdrawal of the response.
5. An optional conference for prospective responders will be held on **April 4, 2014 at 1:00 p.m.** at the County Probation Department, 50 Douglas Drive, Martinez, to answer questions about the RFQ process.
6. Prospective responders interested in participating in the Responders Conference are requested to return the Responders Conference RSVP on page 30 by 5:00 p.m. on Thursday, April 3, 2014.
7. Any questions regarding this RFQ should be emailed to [Lara.DeLaney@cao.cccounty.us](mailto:Lara.DeLaney@cao.cccounty.us) on or before 5:00 p.m. on April 10, 2014. Please include RFQ #1403-077 in the subject line.
8. The CAO may amend this RFQ, if needed, to make changes or corrections to specifications or provide additional data. Amendments will be posted at <http://www.co.contra-costa.ca.us/2366/Services-Programs> and, if after the optional bidders conference, emailed to all those attending. The CAO may extend the RFQ submission date, if necessary, to allow responders adequate time to consider additional information and submit required data.
9. The RFQ process may be canceled in writing by the CAO prior to awards if the Contra Costa County Board of Supervisors determines that cancellation is in the best interest of the County.



10. With respect to this RFQ, the County reserves the right to reject any, some, or all responses. The County reserves the right to negotiate separately in any manner to serve the best interests of the County. All responses become property of the County, without obligation to any responder.
11. Responses will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFQ. Responses should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the response. Evaluation criteria and scoring factors are described below.
12. A Review Panel will evaluate all responses received. The panel will be composed of CAO staff, the Chief Probation Officer, a representative of Emerald HPC International, the City of Antioch Police Chief, the Public Defender, the LINC Project Coordinator, and the Homeless Programs Interim Director. (Panel composition subject to change depending on availability of participants.) On the basis of panel ratings recommendations, the Community Corrections Partnership and/or the Public Protection Committee will make recommendations to the Contra Costa County Board of Supervisors. Responders will be notified of this recommendation in writing. Award of a contract by the Board of Supervisors will constitute acceptance of a response.
13. Only responders submitting a response in accordance with RFQ #1403-077 may appeal the RFQ process. Appeals must be submitted in writing and should be addressed to Lara DeLaney, Senior Deputy County Administrator; County Administrator's Office and received at 651 Pine Street, 10<sup>th</sup> Floor, Martinez, CA 94553, no later than **5:00 p.m. on May 1, 2014**. Notification of a final decision on the appeal shall be made in writing to the responder. When submitting, an appellant must clearly state the action appealed, the harm to the appellant, and the action sought. Appeals shall be limited to the following grounds:
  - Failure of the County to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments.
  - There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - A violation of State or Federal law.
  - Notification of a final decision on the appeal by the CAO shall be made in writing to the responder within five (5) days, and the decision of the CAO shall be final and not subject to further review.
14. Successful responders will be expected to promptly enter contract negotiation with the CAO. This may result in mutually agreed upon changes in plans or activities identified in the response. As a result of this negotiation, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of this RFQ.



15. Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of any contract.
16. The CAO will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.
17. Contracts from this RFQ will be for the May 15, 2014 through June 30, 2015 period, with satisfactory performance as a condition of any future contract renewal.
18. All contracted parties must agree to implement the County's alcohol/drug abuse prevention/treatment policy and comply with related monitoring and evaluation procedures.



**REQUEST FOR QUALIFICATIONS #1403-077**

**NETWORK MANAGEMENT TEAM FOR EAST-CENTRAL NETWORKED SYSTEM  
OF SERVICES**

***RESPONSE PREPARATION INSTRUCTIONS***



## ***Response Preparation Instructions***

### **RESPONSE INSTRUCTIONS**

1. Responses must be in the form of a package containing a complete response and all required supporting information and documents. Each response to this RFQ will be a public record that will be subject to disclosure under the California Public Records Act (Government Code, § 6250, et seq.) and the County's Better Government Ordinance (County Ordinance Code, Title 2, Division 25).
2. Each responder must submit one (1) original package and eight (8) complete copies with attachments included, unless otherwise noted on Respondent's Checklist.
3. Response materials are to be double-spaced on 8 1/2" x 11" paper (recycled preferred) with no less than 1" margins on all sides using an easy to read 12-point font. Total response should not exceed 10 pages excluding cover letter, résumés and letters of recommendation.
4. Pages must be stapled together and numbered consecutively with each section identified by an appropriate Roman numeral.
6. All information in the response package must be presented in the following sequence.

### **RESPONSE OUTLINE**

#### **I. Cover Letter**

The Cover Letter with an original signature, **in blue ink**, attached to the original of the response must precede the résumé and narrative. Copies of the cover letter must also serve as a cover page to the remaining eight (8) response copies submitted.

#### **II. Résumé/CV**

Attach a current resume for any and all roles you are seeking to provide.

#### **III. Response Narrative (not to exceed 10 pages)**

1. Describe your capacity to perform the services for the specific Network Management Team role you are seeking to provide.
2. Describe your skills as they relate to those in the description of the role you are seeking to provide.
3. Discuss your attributes in light of the preferred attributes described in the role description you are seeking to provide.



4. Describe your experience in implementing start-up projects.
5. Describe your experience and expertise in meeting the needs of diverse sub-populations, including transitional age youth, women, parents, LGBTQ, Veterans, and dually-diagnosed individuals.
6. Describe any similar multi-sector projects/programs you have participated in which resemble the role of the Network Management Team as described in the RFQ.
7. Discuss your expertise as it relates to cultural competency, evidence-based practices, trauma-informed care, and client-centered service approaches.
8. Describe your experience and expertise in working with public agencies, particularly those that are central to this project, including Police Departments, Probation, the District Attorney and Public Defender offices, Sheriff's department, Employment and Human Services and Behavioral Health, and/or community and faith-based organizations.

#### **IV. Letters of Recommendation**

Provide no more than three (3) relevant letters of recommendation. These letters should speak specifically to the role you are seeking to provide and your demonstrated experience and expertise related to multi-sector systems of care for justice-involved populations.



**REQUEST FOR QUALIFICATIONS #1403-077**

**NETWORK MANAGEMENT TEAM FOR EAST-CENTRAL NETWORKED SYSTEM  
OF SERVICES**

***RESPONSE REVIEW AND SELECTION***



## ***Response Review and Selection***

All responses submitted in compliance with the RFQ requirements will be eligible for review and selection.

### **Response Selection Methodology:**

- A. CAO staff will review each response's adherence to RFQ specifications, including:
  1. Cover Letter
  2. Résumé/CV
  3. Response Narrative
  
- B. All responses deemed responsive will be referred to the RFQ Review Panel.
  1. The panel will be composed of CAO staff, the Chief Probation Officer, a representative of Emerald HPC International, the City of Antioch Police Chief, the Public Defender, the LINC Project Coordinator, and the Homeless Programs Interim Director. (Panel composition subject to change depending on participant availability.)
  2. The Review Panel will review all qualified responses and evaluate and score all responses utilizing the evaluation criteria outlined on page 27.
  3. Interviews may be conducted on April 22 and April 25, as needed.
  
- C. The Community Corrections Partnership and/or Public Protection Committee will make recommendations for contract awards to the Board of Supervisors after considering the recommendations of the Review Panel.



**REQUEST FOR QUALIFICATIONS #1403-077**

**NETWORK MANAGEMENT TEAM FOR EAST-CENTRAL NETWORKED SYSTEM  
OF SERVICES**

*Evaluation Process/Rating Sheet*



## ***Rating Sheet***

Responses will be rated as follows with a maximum score of 100:

### **Program Elements and Possible Score**

I. Cover Statement (required but not rated)

II. Résumé (0-40 points total)

A. Relevancy of responder's overall services/history (20 pts.)

B. Responder's qualifications as they relate to scope of work (20 pts.)

III. Response Narrative (0-60 points total)

A. Capacity to perform services: skills, qualifications, preferred attributes (10 pts.)

B. Experience in implementing start-up projects (10 pts.)

C. Experience working with diverse populations (10 pts.)

D. Experience with similar projects (10 pts.)

E. Expertise in service approaches (10 pts.)

F. Experience with public agencies & community/faith-based organizations (10 pts.)

**Total: 100 pts.**



**REQUEST FOR QUALIFICATIONS # 1403-077**

**NETWORK MANAGEMENT TEAM FOR EAST-CENTRAL NETWORKED SYSTEM  
OF SERVICES**

***REQUIRED ATTACHMENTS AND RESPONDER CHECKLIST***



## ***Required Attachments and Responder Checklist***

Each respondent must submit a response in the following order with documents as described (unless otherwise noted). Duplicate enclosed forms as necessary.

- A. Cover Letter** attached as cover to each response. (Cover Letter#1 with original signature must accompany original response.)
- B. Résumé / Curriculum Vitae**
- C. Response Narrative**
- D. Letters of Recommendation**



***Responders Conference RSVP Form***

To: Lara DeLaney, Senior Deputy County Administrator

County Administrator's Office

Attention: RFQ #1403-077

[Lara.delaney@cao.cccounty.us](mailto:Lara.delaney@cao.cccounty.us)

Re: Attendance at Responders Conference for RFQ #1403-077

I/We plan to participate in the Responders Conference:

Name(s): \_\_\_\_\_

Organization: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Please return the completed form to the above email address by 5:00 p.m., Thursday, April 3, 2014.



**REQUEST FOR QUALIFICATIONS #1403-077**

**NETWORK MANAGEMENT TEAM FOR EAST-CENTRAL NETWORKED SYSTEM  
OF SERVICES**

*General Conditions of County Contract*



## *General Conditions*

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
  - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.



4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
  
5. **Termination and Cancellation.**
  - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
  
  - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
  
  - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
  
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
  
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
  
8. **Modifications and Amendments.**
  - a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written



document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
  - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
  - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.



14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
  
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.
  
16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
  
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.



18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have minimum combined single limit coverage of \$1,000,000.
- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein



no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.



25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and



(C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.